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10 Attorneys for Defendant  
11 CIGNA HEALTH AND LIFE INSURANCE COMPANY, CONNECTICUT  
12 GENERAL LIFE INSURANCE COMPANY, and CIGNA HEALTHCARE OF  
13 CALIFORNIA, INC.

14 **UNITED STATES DISTRICT COURT**  
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

16 NAMDY CONSULTING, INC.,

Case No. 2:16-cv-02299-RGK-MRW

17 Plaintiff,

**ANSWER TO SECOND AMENDED  
COMPLAINT**

18 vs.

19 CIGNA HEALTH AND LIFE  
20 INSURANCE COMPANY., a  
21 California Corporation, and DOES 1  
22 through 20, inclusive,

23 Defendants.

Complaint Filed: 02/17/16

24  
25 COME NOW defendants CIGNA HEALTH AND LIFE INSURANCE  
26 COMPANY, CONNECTICUT GENERAL LIFE INSURANCE COMPANY,  
27 and CIGNA HEALTHCARE OF CALIFORNIA (together, “defendants”) for  
28

1 themselves and no other defendants hereby answers the Second Amended  
2 Complaint of plaintiff NAMDY CONSULTING, INC. as follows:

3  
4 **RESPONDING TO ALLEGATIONS IN COMPLAINT**

5 1. In response to paragraph 1 of the Second Amended Complaint,  
6 defendants are without sufficient knowledge or information to form a belief as to  
7 the truth of the allegations in paragraph 1.

8 2. In response to paragraph 2 of the Second Amended Complaint,  
9 defendants are without sufficient knowledge or information to form a belief as to  
10 the truth of the allegations in paragraph 2.

11 3. In response to paragraph 3 of the Second Amended Complaint,  
12 defendants are without sufficient knowledge or information to form a belief as to  
13 the truth of the allegations in paragraph 3.

14 4. In response to paragraph 4 of the Second Amended Complaint,  
15 defendants admit that Cigna Health and Life Insurance Company is a Connecticut  
16 corporation. Defendants further admit that claims were made for medical care  
17 provided by J.S.E. Emergency Medical Group, Inc. ("JSE") to some patients who  
18 were enrolled in benefit plans for which Cigna Health and Life Insurance  
19 Company or one of the other defendants provided administrative services during  
20 the alleged time period. Defendants deny that all patients identified in the  
21 attached Exhibits were enrolled in benefit plans administered by the defendants.  
22 Defendants are without sufficient knowledge or information to form a belief as to  
23 the truth of the remaining allegations in paragraph 4.

24 5. In response to the allegations in paragraph 5 of the Second Amended  
25 Complaint, defendants deny that they are in a better position than plaintiff and its  
26 alleged assignor, JSE, to know exactly which alleged members received treatment  
27 from JSE. Defendants are without sufficient knowledge or information to form a  
28 belief as to the truth of the remaining allegations in paragraph 5.

1           6. Defendants admit that defendant Cigna Health and Life Insurance  
2 Company and Connecticut General Life Insurance Company are Connecticut  
3 corporations licensed to do business in California. Defendants admit that Cigna  
4 Healthcare of California is a California corporation licensed to do business in  
5 California. Defendants admit that, for a majority of patients whose claims are at  
6 issue in this litigation, defendants do not act as insurers, but provide  
7 administrative services to health plans. Defendants are without sufficient  
8 knowledge or information to form a belief as to the truth of the remaining  
9 allegations in paragraph 6.

10           7. In response to paragraph 7 of the Second Amended Complaint,  
11 defendants are without sufficient knowledge or information to form a belief as to  
12 the truth of the allegations in paragraph 7.

13           8. In response to paragraph 8 of the Second Amended Complaint,  
14 defendants deny the allegations.

15           9. In response to the second paragraph 8 of the Second Amended  
16 Complaint, defendants deny that they failed to pay all amounts due for medical  
17 services allegedly provided by JSE. Defendants further deny that the patients  
18 whose claims are at issue in this litigation were all “insureds, members,  
19 policyholders, certificate-holders, or were otherwise covered for health,  
20 hospitalization, pharmaceutical expenses, and major medical insurance issued and  
21 underwritten by defendant.”

22           10. In response to paragraph 9 of the Second Amended Complaint,  
23 defendants are without sufficient knowledge to form a belief as to the truth of the  
24 allegations in paragraph 9.

25           11. In response to paragraph 10 of the Second Amended Complaint,  
26 defendants deny that each of the patients identified by plaintiff is insured by  
27 insurance policies issued and underwritten by the defendants. Defendants further  
28 deny that all of the patients identified entered into insurance contracts with

1 defendants. Defendants are without sufficient knowledge or information to form  
2 a belief as to the truth of the remaining allegations in paragraph 10.

3 12. In response to paragraph 11 of the Second Amended Complaint,  
4 defendants do not receive direct payment of premiums from patients covered  
5 under group plans and therefore deny that they are currently receiving premiums  
6 from all patients identified by the plaintiff. Defendants are without sufficient  
7 knowledge or information to form a belief as to the truth of the remaining  
8 allegations in paragraph 11.

9 13. In response to paragraph 12 of the Second Amended Complaint,  
10 defendants are without sufficient knowledge or information to form a belief as to  
11 the truth of the allegations in paragraph 12.

12 14. In response to paragraph 13 of the Second Amended Complaint,  
13 defendants are without sufficient knowledge or information to form a belief as to  
14 the truth of the allegations in paragraph 13.

15 15. In response to paragraph 14 of the Second Amended Complaint,  
16 defendants are without sufficient knowledge or information to form a belief as to  
17 the truth of the allegations in paragraph 14.

18 16. In response to paragraph 15 of the Second Amended Complaint,  
19 defendants are without sufficient knowledge or information to form a belief as to  
20 the truth of the allegations in paragraph 15.

21 17. In response to paragraph 16 of the Second Amended Complaint,  
22 defendants deny each and every allegation therein.

23 18. In response to paragraph 17 of the Second Amended Complaint,  
24 defendants are without sufficient knowledge or information to form a belief as to  
25 the truth of the allegations in paragraph 17.

26 19. In response to paragraph 18 of the Second Amended Complaint,  
27 defendants deny each and every allegation therein.  
28

1           20. In response to paragraph 19 of the Second Amended Complaint,  
2 defendants admit that payments were made on claims for services allegedly  
3 provided by JSE to patients enrolled in health plans administered by one of the  
4 defendants. Defendants are without sufficient knowledge or information to form  
5 a belief as to the truth of the remaining allegations in paragraph 19.

6           21. In response to paragraph 20 of the Second Amended Complaint,  
7 defendants admit that JSE submitted bills requesting payment for services  
8 provided to patients identified in the Second Amended Complaint. Defendants  
9 are without sufficient knowledge or information to form a belief as to the truth of  
10 the remaining allegations in paragraph 20.

11           22. In response to paragraph 21 of the Second Amended Complaint,  
12 defendants deny having been provided with all medical records pertaining to care  
13 allegedly provided by JSE. Defendants are without sufficient knowledge or  
14 information to form a belief as to the truth of the remaining allegations in  
15 paragraph 21.

16           23. In response to paragraph 22 of the Second Amended Complaint,  
17 defendants are without sufficient knowledge or information to form a belief as to  
18 the truth of the allegations in paragraph 22.

19           24. In response to paragraph 23 of the Second Amended Complaint,  
20 defendants deny each and every allegation therein.

21           25. In response to paragraph 24 of the Second Amended Complaint,  
22 defendants admit that payments were made on claims submitted related to care  
23 provided by JSE and deny that any further amounts are owed. Defendants are  
24 without sufficient knowledge or information to form a belief as to the truth of the  
25 remaining allegations in paragraph 24.

26           26. In response to the allegations in paragraph 25 of the Second  
27 Amended Complaint, defendants deny each and every allegation therein.  
28

1           27. In response to the allegations in paragraph 26 of the Second  
2 Amended Complaint, defendants deny each and every allegation therein.

3           28. In response to the allegations in paragraph 27 of the Second  
4 Amended Complaint, defendants deny each and every allegation therein.

5           29. In response to paragraph 28 of the Second Amended Complaint, the  
6 allegations are a legal conclusion to which no response is required.

7           30. In response to the allegations in paragraph 29 of the Second  
8 Amended Complaint, defendant does not dispute the language contained in 28  
9 Cal. Code Regs. Section 1300.71(a)(3)(B). Defendants deny all remaining  
10 allegations contained in paragraph 29.

11           31. In response to the allegations in paragraph 30 of the Second  
12 Amended Complaint, defendants deny that charges by JSE were all at reasonable  
13 and customary rates. Defendants are without sufficient knowledge or information  
14 to form a belief as to the truth of the remaining allegations in paragraph 30.

15           32. In response to the allegations in paragraph 31 of the Second  
16 Amended Complaint, defendants deny each and every allegation therein.

17           33. In response to the allegations in paragraph 32 of the Second  
18 Amended Complaint, defendants deny that they have manipulated data, deny that  
19 they have engaged in any acts to violate California law, deny that any databases  
20 or systems used for making payment of claims, if any, are flawed, and deny that  
21 they engaged in any acts of collusion. Defendants are without sufficient  
22 knowledge or information to form a belief as to the truth of the remaining  
23 allegations in paragraph 32.

24           34. In response to the allegations in paragraph 33, including its various  
25 subparts, of the Second Amended Complaint, defendants deny each and every  
26 allegation therein.  
27  
28

1           35. In response to the allegations in paragraph 34, including its various  
2 subparts, of the Second Amended Complaint, defendants deny each and every  
3 allegation therein.

4           36. In response to the allegations in paragraph 35, including its various  
5 subparts, of the Second Amended Complaint, defendants deny each and every  
6 allegation therein.

7           37. In response to the allegations in paragraph 36, including its various  
8 subparts, of the Second Amended Complaint, defendants deny each and every  
9 allegation therein.

10          38. In response to the allegations in paragraph 37, including its various  
11 subparts, of the Second Amended Complaint, defendants deny each and every  
12 allegation therein.

13          39. In response to the allegations in paragraph 38, including its various  
14 subparts, of the Second Amended Complaint, defendants deny each and every  
15 allegation therein.

16          40. In response to the allegations in paragraph 39, including its various  
17 subparts, of the Second Amended Complaint, defendants deny each and every  
18 allegation therein.

19          41. In response to paragraph 40 of the Second Amended Complaint, the  
20 defendants hereby incorporate and reassert all of the foregoing responses to  
21 allegations made in the Second Amended Complaint as though fully set forth  
22 herein.

23          42. In response to paragraph 41 of the Second Amended Complaint,  
24 defendants contend that the allegations in paragraph 41 are a legal conclusion to  
25 which no response is required. To the extent that a response is required,  
26 defendants are without sufficient knowledge or information to form a belief as to  
27 the truth of the allegations in paragraph 41.  
28

1           43. In response to paragraph 42 of the Second Amended Complaint,  
2 defendants are without sufficient knowledge or information to form a belief as to  
3 JSE's actions, duties or intent. Defendants deny the remaining allegations in  
4 paragraph 42.

5           44. In response to paragraph 43 of the Second Amended Complaint,  
6 defendants are without sufficient knowledge or information to form a belief as to  
7 JSE's actions. Defendants deny the remaining allegations in paragraph 43.

8           45. In response to paragraph 44 of the Second Amended Complaint,  
9 defendants contend that the allegations in paragraph 44 are a legal conclusion to  
10 which no response is required. To the extent that a response is required,  
11 defendants are without sufficient knowledge or information to form a belief as to  
12 the truth of the allegations in paragraph 44.

13           46. The plaintiff's Second Amended Complaint omits paragraphs 45-46.  
14 Defendants therefore provide no response to paragraphs 45 or 46 herein.

15           47. In response to the allegations in paragraph 47, including its various  
16 subparts, of the Second Amended Complaint, defendants deny each and every  
17 allegation therein.

18           48. In response to the allegations in paragraph 48, including its various  
19 subparts, of the Second Amended Complaint, defendants deny each and every  
20 allegation therein.

21           49. In response to paragraph 49 of the Second Amended Complaint,  
22 defendants are without sufficient knowledge or information to form a belief as to  
23 JSE's actions. Defendants deny the remaining allegations in paragraph 49.

24           50. In response to the allegations in paragraph 50, defendants admit that  
25 JSE has made demands for payment for services allegedly provided to patients  
26 enrolled in health plans administered by defendants. Defendants are without  
27 sufficient knowledge or information to form a belief as to the truth of the  
28 remaining allegations in paragraph 50.



1           51. In response to the allegations in paragraph 51, including its various  
2 subparts, of the Second Amended Complaint, defendants deny each and every  
3 allegation therein.

4           52. In response to paragraph 52 of the Second Amended Complaint, the  
5 defendants hereby incorporate and reassert all of the foregoing responses to  
6 allegations made in the Second Amended Complaint as though fully set forth  
7 herein.

8           53. In response to the allegations in paragraph 53 of the Second  
9 Amended Complaint, defendants are without sufficient knowledge or information  
10 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
11 paragraph 53.

12           54. In response to the allegations in paragraph 54 of the Second  
13 Amended Complaint, defendants are without sufficient knowledge or information  
14 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
15 paragraph 54.

16           55. In response to the allegations in paragraph 55 of the Second  
17 Amended Complaint, defendants are without sufficient knowledge or information  
18 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
19 paragraph 55.

20           56. The plaintiff's Second Amended Complaint omits paragraphs 56-58.  
21 Defendants therefore provide no response to paragraphs 45 or 46 herein.

22           57. In response to paragraph 59 of the Second Amended Complaint, the  
23 defendants hereby incorporate and reassert all of the foregoing responses to  
24 allegations made in the Second Amended Complaint as though fully set forth  
25 herein.

26           58. In response to the allegations in paragraph 60 of the Second  
27 Amended Complaint, defendants are without sufficient knowledge or information  
28

1 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
2 paragraph 60.

3 59. In response to the allegations in paragraph 61 of the Second  
4 Amended Complaint, defendants are without sufficient knowledge or information  
5 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
6 paragraph 61.

7 60. In response to paragraph 62 of the Second Amended Complaint,  
8 defendants contend that the allegations in paragraph 44 are a legal conclusion to  
9 which no response is required. To the extent that a response is required,  
10 defendants are without sufficient knowledge or information to form a belief as to  
11 the truth of the allegations in paragraph 62.

12 61. In response to the allegations in paragraph 63 of the Second  
13 Amended Complaint, defendants are without sufficient knowledge or information  
14 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
15 paragraph 63.

16 62. In response to the allegations in paragraph 64 of the Second  
17 Amended Complaint, defendants are without sufficient knowledge or information  
18 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
19 paragraph 64.

20 63. In response to the allegations in paragraph 65 of the Second  
21 Amended Complaint, defendants are without sufficient knowledge or information  
22 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
23 paragraph 65.

24 64. In response to paragraph 66 of the Second Amended Complaint, the  
25 defendants hereby incorporate and reassert all of the foregoing responses to  
26 allegations made in the Second Amended Complaint as though fully set forth  
27 herein.  
28

1           65. In response to the allegations in paragraph 67, including its various  
2 subparts, of the Second Amended Complaint, defendants deny each and every  
3 allegation therein.

4           66. In response to the allegations in paragraph 68, including its various  
5 subparts, of the Second Amended Complaint, defendants deny each and every  
6 allegation therein.

7           67. In response to the allegations in paragraph 69, including its various  
8 subparts, of the Second Amended Complaint, defendants deny each and every  
9 allegation therein.

10          68. In response to the allegations in paragraph 70 of the Second  
11 Amended Complaint, defendants are without sufficient knowledge or information  
12 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
13 paragraph 70.

14          69. In response to the allegations in paragraph 71, including its various  
15 subparts, of the Second Amended Complaint, defendants deny each and every  
16 allegation therein.

17          70. In response to the allegations in paragraph 72 of the Second  
18 Amended Complaint, defendants are without sufficient knowledge or information  
19 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
20 paragraph 72.

21          71. In response to the allegations in paragraph 73, including its various  
22 subparts, of the Second Amended Complaint, defendants deny each and every  
23 allegation therein.

24          72. In response to the allegations in the second paragraph numbered 73  
25 of the Second Amended Complaint, the defendants hereby incorporate and  
26 reassert all of the foregoing responses to allegations made in the Second  
27 Amended Complaint as though fully set forth herein.  
28

1           73. In response to the allegations in paragraph 74 of the Second  
2 Amended Complaint, defendants are without sufficient knowledge or information  
3 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
4 paragraph 74.

5           74. In response to the allegations in paragraph 75, including its various  
6 subparts, of the Second Amended Complaint, defendants deny each and every  
7 allegation therein.

8           75. In response to the allegations in paragraph 76, including its various  
9 subparts, of the Second Amended Complaint, defendants deny each and every  
10 allegation therein.

11           76. In response to paragraph 77 of the Second Amended Complaint, the  
12 defendants hereby incorporate and reassert all of the foregoing responses to  
13 allegations made in the Second Amended Complaint as though fully set forth  
14 herein.

15           77. In response to the allegations in paragraph 78, including its various  
16 subparts, of the Second Amended Complaint, defendants deny each and every  
17 allegation therein.

18           78. In response to the allegations in paragraph 79 of the Second  
19 Amended Complaint, defendants are without sufficient knowledge or information  
20 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
21 paragraph 79.

22           79. In response to the allegations in paragraph 80 of the Second  
23 Amended Complaint, defendants are without sufficient knowledge or information  
24 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
25 paragraph 80.

26           80. In response to the allegations in paragraph 81 of the Second  
27 Amended Complaint, defendants are without sufficient knowledge or information  
28

1 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
2 paragraph 81.

3 81. In response to the allegations in paragraph 82 of the Second  
4 Amended Complaint, defendants are without sufficient knowledge or information  
5 to form a belief as to JSE's actions or legal status. Defendants deny the  
6 remaining allegations in paragraph 82.

7 82. In response to the allegations in paragraph 83 of the Second  
8 Amended Complaint, defendants are without sufficient knowledge or information  
9 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
10 paragraph 83.

11 83. In response to the allegations in paragraph 84 of the Second  
12 Amended Complaint, defendants are without sufficient knowledge or information  
13 to form a belief as to JSE's actions. Defendants deny the remaining allegations in  
14 paragraph 84.

15 84. In response to paragraph 85 of the Second Amended Complaint, the  
16 defendants hereby incorporate and reassert all of the foregoing responses to  
17 allegations made in the Second Amended Complaint as though fully set forth  
18 herein.

19 85. In response to the allegations in paragraph 86 of the Second  
20 Amended Complaint, defendants are without sufficient knowledge or information  
21 to form a belief as to the truth of the allegations in paragraph 86.

22 86. In response to the allegations in paragraph 87 of the Second  
23 Amended Complaint, defendants deny each and every allegation therein.

24 87. In response to the allegations in paragraph 88 of the Second  
25 Amended Complaint, defendants deny each and every allegation therein.

26 88. In response to the allegations in paragraph 89 of the Second  
27 Amended Complaint, defendants deny each and every allegation therein.  
28

1           89. In response to the allegations in paragraph 90 of the Second  
2 Amended Complaint, defendants deny each and every allegation therein.

3           90. In response to the allegations in paragraph 91 of the Second  
4 Amended Complaint, defendants deny each and every allegation therein.

5  
6                           **AFFIRMATIVE DEFENSES**

7                           **FIRST AFFIRMATIVE DEFENSE**

8                           (Failure to State a Cause of Action)

9           1. Plaintiff's complaint fails to state facts sufficient to constitute a  
10 cause of action against these answering defendants.

11  
12                           **SECOND AFFIRMATIVE DEFENSE**

13                           (Statute of Limitations)

14           2. Plaintiff's complaint is barred by the applicable statutes of  
15 limitations including, but not limited to, Code of Civil Procedure sections 337,  
16 338, 339, and 343.

17  
18                           **THIRD AFFIRMATIVE DEFENSE**

19                           (Preemption)

20           3. The claims encompassed by plaintiff's complaint are preempted by  
21 federal law, including, but not limited to, the Employee Retirement Income  
22 Security Act of 1974 ("ERISA"), 29 U.S.C. §1001, *et seq.*

23  
24                           **FOURTH AFFIRMATIVE DEFENSE**

25                           (Assumption of Risk)

26           4. That at all times herein mentioned, plaintiff knew, or should have  
27 known, that plaintiff was rendering medical services for which it would not  
28 receive any, partial, or full payment. By rendering such medical services,

1 plaintiff freely, voluntarily, and expressly assumed all risks attendant thereto,  
2 thereby barring and/or reducing plaintiff's recovery herein.

3  
4 **FIFTH AFFIRMATIVE DEFENSE**

5 (Consent)

6 5. Plaintiff gave express written, oral, and/or implied consent to accept  
7 the amounts paid by these answering defendants as payment in full for the  
8 medical services rendered.

9  
10 **SIXTH AFFIRMATIVE DEFENSE**

11 (Indemnity)

12 6. These answering defendants contend that there is no basis for  
13 liability to plaintiff. Should these answering defendants be found liable to  
14 plaintiff on the complaint herein, these answering defendants should, in whole or  
15 in part, be indemnified by other parties who are liable in whole or in part to  
16 plaintiff.

17  
18 **SEVENTH AFFIRMATIVE DEFENSE**

19 (Reduction)

20 7. These answering defendants are entitled to an offset and/or  
21 reduction, and plaintiff is barred from recovering from these answering  
22 defendants, any and all amounts paid for plaintiff's alleged damages by way of  
23 settlement or judgment of any claim, incident or lawsuit which may have  
24 contributed to the damages referred to in the complaint.

25  
26 **EIGHTH AFFIRMATIVE DEFENSE**

27 (Equitable Estoppel)

28 8. Plaintiff's claims are barred by virtue of equitable estoppel.

1                                   **NINTH AFFIRMATIVE DEFENSE**

2                                   (Release, Collateral Estoppel, Res Judicata)

3                   9.       Plaintiff's claims are barred by virtue of settlement, release,  
4 collateral estoppel and/or res judicata.  
5

6                                   **TENTH AFFIRMATIVE DEFENSE**

7                                   (Unclean Hands, Waiver, Laches)

8                   10.     Plaintiff's claims are barred by the doctrines of unclean hands,  
9 waiver, laches, and estoppel.  
10

11                                  **ELEVENTH AFFIRMATIVE DEFENSE**

12                                  (Failure to Mitigate Damages)

13                   11.     Plaintiff has failed to exercise reasonable care and diligence to avoid  
14 loss and to minimize damages and, therefore, plaintiff may not recover for losses  
15 which could have been prevented by reasonable efforts on his own part, or by  
16 expenditures that might reasonably have been made. Therefore, plaintiff's  
17 recovery, if any, should be reduced by the failure of plaintiff to mitigate its  
18 claimed damages.  
19

20                                  **TWELFTH AFFIRMATIVE DEFENSE**

21                                  (Failure to Exhaust Administrative Remedies)

22                   12.     Plaintiff failed to exhaust all administrative remedies under the law  
23 before commencing suit.  
24

25                   ///

26                   ///

27                   ///

28                   ///



1 **THIRTEENTH AFFIRMATIVE DEFENSE**

2 (Accord and Satisfaction)

3 13. Plaintiff's claims are barred because these answering defendants  
4 paid, and plaintiff accepted, a mutually agreed upon certain amount in full  
5 satisfaction and discharge of the causes of action set forth in the complaint.  
6

7 **FOURTEENTH AFFIRMATIVE DEFENSE**

8 (Contract-Related Failures)

9 14. Plaintiff's claims are barred because by virtue of the failure of  
10 consideration, failure of a condition precedent, and/or failure of plaintiff to  
11 perform acts which constituted consideration and material conditions precedent to  
12 Defendants' performance of obligations to Plaintiff.  
13

14 **FIFTEENTH AFFIRMATIVE DEFENSE**

15 (Indemnity)

16 15. This answering defendant contends that there is no basis for liability  
17 to plaintiff. Should defendant be found liable to plaintiff on the complaint herein,  
18 defendant should be indemnified in whole or in part by others who are not parties  
19 to this litigation who are liable in whole or in part to plaintiff.  
20

21 **SIXTEENTH AFFIRMATIVE DEFENSE**

22 (Statute of Frauds)

23 16. Plaintiff's claims are barred by the statute of frauds.  
24

25 **SEVENTEENTH AFFIRMATIVE DEFENSE**

26 (Lack of Standing)

27 17. Plaintiff lacks standing to bring this action as under ERISA, 29  
28 U.S.C. § 1132.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

(No Abuse of Discretion)

18. Plaintiff's claims are barred because there has been no abuse of discretion by the plan administrators for the benefit plans at issue.

**NINETEENTH AFFIRMATIVE DEFENSE**

(No Assignment)

19. Plaintiff's claims are barred because the members of the employee benefit plans did not assign their benefits to plaintiff, any such assignment was invalid or enforceable, the plans prohibit any such assignment, and/or these answering defendants did not consent to any such assignment.

**TWENTIETH AFFIRMATIVE DEFENSE**

(Additional Affirmative Defenses)

20. These answering defendants presently have insufficient knowledge or information on which to form a belief as to whether it may have additional, as yet unstated, defenses available. These answering defendants reserve herein the right to assert additional affirmative defenses in the event discovery indicates that they would be appropriate.

**PRAYER**

WHEREFORE, defendants CIGNA HEALTH AND LIFE INSURANCE COMPANY, CONNECTICUT GENERAL LIFE INSURANCE COMPANY, and CIGNA HEALTHCARE OF CALIFORNIA respectfully pray for judgment as follows:

1. That judgment be entered in favor of Defendants and against Plaintiff;
2. That Defendants recover the costs of suit incurred herein;



**CERTIFICATE OF SERVICE**

**Case Name: Namdy v. Cigna Health and Life Insurance**  
**No. 2:16-cv-02299-RGK-MRW**

I hereby certify that on May 27, 2016, I electronically filed the following documents with the Clerk of the Court by using the CM/ECF system:

**ANSWER TO SECOND AMENDED COMPLAINT**

I certify that **all** participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on May 27, 2016, at San Marino, California.

Cynthia Michelena

/s/ *Cynthia Michelena*

Declarant

Signature